

Remarks

Claims 1-25 are currently pending. Claims 1, 3-4, 6, 11, 15-16, 19 and 21 have been amended. Claims 9-10 and 17 have been cancelled. Applicants assert that all claims are in condition for allowance as set forth more fully below and respectfully request that Notice of Allowance be issued.

112 Rejections

Claim 21 has been rejected under 35 USC §112 second paragraph as failing to particularly point out and distinctly claim the subject matter the applicant regards as his invention. Claim 21 has been amended to delete the definite article ‘a’ before “justifiable” and to clarify that the steps after the determining step are performed if the delay is justifiable. As such, claim 21 particularly points out and distinctly claims the subject matter the applicant regards as his invention and the rejection can now be withdrawn.

103 Rejections

Claims 1-25 stand rejected under 35 USC §103(a) as being unpatentable over Norand’s Pen\*Key disclosed in references A-D (“Norand A, B, C or D”) in view of “Scheduling to improve Field Service Quality” by Haugen (“Haugen”). Applicants respectfully traverse these rejections.

The Office Action rejects independent claims 1, 6, 11, 16 and 21 by stating that Norand A-D teaches most of their elements. The Office Action concedes that Norand A-D does not teach a plurality of claim elements. The more salient concessions include(a) the delay maintenance timer is associated with a legacy system [page 7], (b) discounting the amount of delay time from overall time [page 14] and (c) determining whether a delay is justifiable based on a set of rules [page 23]. The Office Action proceeds to assert that Haugen cures these several deficiencies of Norand A-D. In the interest of an efficient prosecution, independent claims 1, 6, 11, 16 and 21 have been amended to recite additional subject matter not disclosed or suggested by Norand A-D, Haugen or their combination.

Throughout the Office Action, the examiner asserts Official Notice concerning various recited elements as being old in the art and therefore obvious. To the extent not expressly addressed below, the Applicants assert that such undocumented assertions of official notice are inappropriate and demand written references for each assertion of Official Notice. MPEP 2144.03.

### Claims 1-5

Concerning Norand A-D, The Office Action appears to be equating a delivery driver's task of dropping off a package at sometime during the day to a project with a deadline as recited in the amended claims. Applicants point out that Norand is not concerned with nor discusses meeting or exceeding a project deadline but note that Haugen does in the context of a business machine repair. Amended independent claim 1 clarifies that the project being undertaken has a completion deadline and that excusable delays are discounted from the elapsed time relative to the deadline. Support for this subject matter is found in throughout the specification but is most easily found in the Background section on pages 1-4.

Amended independent claim 1 recites:

“[a] system for documenting delays comprising:

a communications device operable by a user, wherein the communications device is adapted to receive from the user project information related to a delay in the field associated with a project with a service installation guarantee threshold, wherein reasons for delay comprise adverse weather conditions, lack of equipment, lack of technical expertise, customer postponement, customer is unavailable to accept restoration of service until all repairs are completed, and circuit verification is required by customer;

a server accessible by the communications device via a communications network during a communications session to receive the project information from the communications device wherein the project information includes at least a duration and a classification of an excusable delay, wherein further an excusable delay comprises adverse weather conditions, customer postponement, customer is unavailable to accept restoration of service until all repairs are completed, and circuit verification is required by customer;

an elapsed time clock in communication with the server where the elapsed time clock measures the total elapsed time from the initiation to the complete of the project;

a delay maintenance timer in communication with server, wherein the delay maintenance timer aggregates all excusable delays encountered during the project; and

a systems interface coupled to the server, wherein the systems interface is adapted to facilitate uploading of the project information from the communications device to the server during the communications session, wherein the server is further adapted to update

[[a]] the delay maintenance timer with the project information, wherein further at the completion of the project the server subtracts the aggregated excusable delay on the delay maintenance timer from the total elapsed time to determine a discounted project time, wherein the discounted project time is compared to the service installation guarantee threshold to determine if the project was completed within the service installation guarantee threshold.”

Norand A-D is a directed towards a hand held computer that a delivery driver (A-C) and a pest control serviceman (D) use to reduce delays due to paperwork inefficiencies and which makes them more aware of the time element. (Norand A Page 2 ¶¶1, 4, 5; D Page 2, ¶ 1). Norand merely discloses the use of its device for maximizing worker efficiency with no disclosure concerning specific deadlines for the tasks being performed. Therefore, Norand is concerned with a different function and is not concerned with documenting project delays relative to a specific deadline.

As to the amendments to independent claim 1, Applicants assert that Norand A-D does not disclose the project information includes at least a duration and classification of an excusable delay, an elapsed time clock in communication with the server where the elapsed time clock measures the total elapsed time from the initiation to the complete of the project, a delay maintenance timer in communication with server, wherein the delay maintenance timer aggregates all excusable delays encountered during the project nor

at the completion of the project subtracting the aggregated excusable delay on the delay maintenance timer from the total elapsed time to complete the project to determine the delay in excess of the deadline.

Applicants note that unlike Norand, Haugen is concerned with delays in excess of a promised repair time, however, Haugen also does not teach the additional elements included in amended claim 1, above. On page 11, the Office Action correctly points out that Haugen teaches the calculation of the response time in excess of the promised response time in a variable called “tardiness”. However, Haugen does not teach or suggest a delay maintenance timer in communication with server, wherein the delay maintenance timer aggregates all excusable delays encountered during the project... wherein further at the completion of the project the server subtracts the aggregated excusable delay on the delay maintenance timer from the total elapsed time to complete the project to determine the delay in excess of the deadline. Haugen merely discusses

the customer dissatisfaction with the delay noted by the customer in the arrival of the technician and not the type of delay or that certain types of delay are backed off the response time.

Therefore, the combination of Norand A-D and Haugen do not teach all of the additional claim elements. As such, Independent claim 1 is allowable over the combination of Norand A-D and Haugen. Claims 2-5 depend from an allowable claim 1 and are allowable for at least the same reasons.

In regards to claim 2, the Office Action asserts official notice that the delay maintenance timer is associated with a legacy system. Applicants demand a written reference to that effect and not that an undocumented instance of Official Notice is improper unless the facts asserted to be well known, or common knowledge in the art are capable of instant and unquestionable demonstration as being well-known. MPEP 2144.03. The demand is repeated in regards to the official notice against claim 4 as well.

### Claims 6-10

Independent claim 6 was rejected for the same rational of asserted against independent claim 1 and the Applicants reiterate their comments associated with independent claim 1, above. Further, independent claim 6 has been amended to clarify the nature of the project information being inputted as well as adding additional subject matter. Amended independent claim 6 recites:

“[a] method for documenting delays comprising the steps of:  
while in the field, inputting project information related to a delay associated with a telecommunications service call project with a service installation guarantee threshold using a communications device, wherein reasons for delay comprise at least one of adverse weather conditions, lack of equipment, lack of technical expertise, customer postponement, customer is unavailable to accept restoration of service until all repairs are completed, and circuit verification is required by customer;

establishing a communications session between the communications device and a server by launching an interface via an icon on the communications device;

uploading the project information from the communications device to the server wherein the server is in communication with a maintenance clock where the maintenance clock measures the total elapsed time from the initiation to the completion of the project; and

examining each reason for delay wherein delays that are excusable are documented as such and increment a delay maintenance timer and delays that are not excusable do not:

subtracting the amount of excusable delay time on the delay maintenance timer from the total elapsed time to determine a discounted project time, wherein the discounted project time is compared to the service installation guarantee threshold to determine if the project was completed within the service installation guarantee threshold.”

Applicants assert that neither Norand A-D nor Haugen disclose, teach or suggest the delineation of project data into a duration and further delineates the classification of delays into excusable delay and delays that are not excusable. Further, the combination of Norand A-D and Haugen do not disclose or suggest that only one type of delay increments a delay maintenance timer. Norand A-D does not calculate a delay at all and Haugen merely calculates an over al delay beyond the promised time. As such, amended claim 6 recites subject mater not disclosed by the combination of Norand A-D and Haugen and is allowable over the combination for at least this reason. Dependent claims 7-8 and 10 depend from an allowable claim 6 and are allowable for at least this same reason.

#### Claims 11-15

The Office Action rejects independent claim 11 by asserting that Norand A-D teaches most of the elements of the claim but concedes that Norand A-D fails to teach “the amount of delay time is discounted from the overall time”. (See page 14). The Office Action continues by asserting that Haugen cures the deficiency of Norand A-D. The Office Action asserts that “where a gap is defined as A (actual arrival time i.e. overall time) minus E (expiration time, i.e. delay time) thus discounting delay time from the over all time”. However, what the Office Action is citing is what Haugen discusses as Mean Tardiness (See page 784, Para 5). There Haugen explains that A is the overall time for the maintenance task and E is the time for the malfunction to be reported plus the contractually agreed response time. As such, E is not delay time but instead is the deadline. Therefore A-E is the total delay in excess of the deadline and not E as asserted by the Office Action. Because Haugen fails to teach or disclose the subject matter asserted to it by the office action to cure Norand A-D, the combination of Norand A-D

and Haugen fail to teach, disclose or suggest all of the elements of independent claim 11. As such claim 11 is allowable over Norand A-D and Haugen for at least this reason.

Further, claim 11 has been amended to include additional clarifying subject matter. Independent Claim 11 now recites, in pertinent part:

“[a] system for documenting delays comprising... receive the project information from the communications device wherein the project information includes at least a duration and classification of an excusable delay....” As discussed above in relation to independent claim 6, neither Norand A-D nor Haugen teach, disclose or suggest project information including or differentiating an excusable delay. As such, Independent claim 11 is allowable for at least this additional reason. Dependent claims 12-15 depend from an allowable claim 11 and are allowable for at least these same reasons.

In regard to amended dependent claim 15, amended claim 15 recites “[t]he system of claim 11, wherein the set of reasons of delay comprise at least adverse weather conditions, lack of equipment, lack of technical expertise, customer postponement, customer is unavailable to accept restoration of service until all repairs are completed, and circuit verification is required by customer”. Applicants assert that neither Norand A-D nor Haugen, teach, disclose or suggest the specific classifications of delay. Therefore dependent claim 15 is allowable over the combination of Norand A-D and Haugen for at least this additional reason.

In regard to dependent claim 13. The Office action asserts Official Notice that the “the legacy system is a work force administration system.” Applicants demand a written reference to that effect and not that an undocumented instance of Official Notice is improper unless the facts asserted to be well known, or common knowledge in the art are capable of instant and unquestionable demonstration as being well-known. MPEP 2144.03.

In regard to dependent claim 14, The Office action asserts Official Notice that the “the systems interface has provisions to determine whether the user is an authorized user.” Applicants demand a written reference to that effect and not that an undocumented instance of Official Notice is improper unless the facts asserted to be well known, or

common knowledge in the art are capable of instant and unquestionable demonstration as being well-known. MPEP 2144.03.

### Claims 16-20

The Office Action rejects independent claim 16 by asserting that the combination of Norand A-DF and Haugen disclose, teach or suggest all of the claim elements. Amended claim 16 recites additional subject matter not disclosed in Norand A-D, Haugen nor their combination. In pertinent part, amended claim 16 recites:

“[a] method for documenting delays comprising the steps of...

    inputting project information related to a delay encountered by the service person using a communications device at the field location, wherein the project information comprises a name of a person authorizing the amount of delay time; a customer name; a telephone number of the customer; a reason for the delay; a date and time the agreement was reached with the customer; a return date and time on which performance of the task should be resumed; and comments, wherein further a subset of the project information is prestored in the communications device...

    calculating an amount of excusable delay time based on the delay classification; and

    subtracting the amount of excusable delay time from the overall project time.

The Applicants assert that Norand A-D and Haugen in combination does not teach all of the recited components of project information or that a subset of the project information is prestored in the communications device. Nor does the combination of references disclose the concept of excusable delay and subtracting the excusable delay from the overall project time. Therefore since neither of Norand A-D, Haugen or their combination teach all of the claim elements, amended claim 16 is allowable over Norand A-D and Haugen for at least these reasons. Dependent claims 18-20 depend from an allowable claim 16 and are allowable for at least these same reasons.

In regards to claim 20, the Office Action asserts official notice that it is old in the art for legacy systems to perform subtracting steps and to host a clocking function. Applicants demand a written reference to that effect and not that an undocumented instance of Official Notice is improper unless the facts asserted to be well known, or

common knowledge in the art are capable of instant and unquestionable demonstration as being well-known. MPEP 2144.03.

### Claims 21-25

The Office Action rejects independent claim 21 by asserting that Norand A-D, Haugen or their combination teach or suggest all of the claim elements. For the reasons discussed above in regards to amended independent claims 1, 6, 11 and 16, the combination of Norand A-D and Haugen fails to teach all of the elements of amended independent claim 21. Amended independent claim 21 recites, in pertinent part:

“[a] method for documenting justifiable delay time associated with a project comprising the steps of ...  
determining whether the delay is justifiable based on a set of established rules;  
if the delay is justifiable then performing the steps of :  
    inputting the project information by the field personnel in a communications device at the field location if the delay is a justifiable delay;  
    establishing a communications session with a server using the communications device;  
    uploading the project information from the communications device to the server;  
    updating a delay maintenance timer by the server with an amount of justifiable delay time derived from the project information; and  
    subtracting the amount of justifiable delay time from the overall project time at the closeout of project.”

As discussed above in regards to amended independent claims 1, 6, 11 and 16. The combination of Norand A-D and Haugen fails to disclose or suggest determining if the delay is justifiable based on a set of rules and if the delay is justifiable then performing the subsequent steps of inputting, establishing uploading updating and then subtracting r=the amount of justifiable delay time from the overall project time at the closeout of the project. Norand A-D contains no concept of delay time at all and although Haugen does teach the concept of delay time, Haugen does not teach determining justifiable delay time based on a set of rules nor subtracting the amount of justifiable delay time from the overall project time at the closeout of project. The Office Action points to Haugen for the proposition that delays are justified or not based on a set

of rules (Page 787, para 1-2). However, page 787 of Haugen merely discloses that technicians are dispatched to service a set of queued services calls based on a set of rules. Dispatching rules have nothing to do with rules determining if a time delay incurred on a project is justifiable. It is a leap in logic to equate rules for dispatch to rules determining if a delay experienced from the commencement to a closeout of the project is justifiable, since rules determining dispatch can not be used to determine justifiable delay after dispatch to the closeout of the project. Therefore, independent claim 21 is allowable over Norand A-D, Haugen and their combination. Dependent claims 22-25 depend from independent claim 21 and are allowable fro at least the same reasons.

### Conclusion

Applicants assert that the application including claims 1-8, 1-16 and 18-25 is in condition for allowance. Applicants request reconsideration in view of the applicant's remarks above and further request that a Notice of Allowability be provided. Should the Examiner have any questions, please contact the undersigned.

No fees are believed due. However, please charge any additional fees or credit any overpayment to Deposit Account No. 50-3025.

Respectfully submitted,



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